

**STATE OF GEORGIA  
COUNTY OF FULTON  
CITY OF SOUTH FULTON**

**RESOLUTION NO. 2017-074**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN FULTON COUNTY SCHOOLS AND THE  
CITY OF SOUTH FULTON TO PROVIDE FOR A SCHOOL BUS  
SAFETY ENFORCEMENT PROGRAM**

**WHEREAS**, the City of South Fulton (the "City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, Fulton County Schools is a school district in the State of Georgia operating school bus services within the City; and

**WHEREAS**, City residents attend Fulton County Schools, and the City and Fulton County Schools desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests and safety of the City's citizens; and

**WHEREAS**, Fulton County Schools entered into a Professional Services Agreement dated October 9, 2014 with American Traffic Solutions, Inc. ("ATS") to provide School District with a School Bus Safety Camera Enforcement Program; and

**WHEREAS**, the City wishes to implement an automated enforcement program for school bus stop arm violations ("School Bus Safety Camera Enforcement Program") within its jurisdiction as authorized by State law codified at O.C.G.A. § 40-6-163; and

**WHEREAS**, the Court of Appeals of Georgia upheld as constitutional a similar camera-based enforcement program in *City of Duluth v. Morgan*, 287 Ga. App. 322, 325 (2007); and

**WHEREAS**, the City finds that ATS has the knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axis™ System", to allow Fulton County Schools to implement and maintain a School Bus Safety Camera Enforcement Program; and

**WHEREAS**, Fulton County Schools and the City desire to enter into an Intergovernmental Agreement for ATS to provide a School Bus Safety Camera Enforcement Program to Fulton County Schools operating bus services within the boundaries of the City; and

**BE IT HEREBY RESOLVED** by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into an Intergovernmental Agreement, on behalf of the City of South Fulton, with Fulton County Schools to provide for a School Bus Safety Camera Enforcement Program provided by ATS, as generally set forth in the proposed contract that is attached to this Resolution as "Exhibit 1."
3. The Interim City Attorney shall review and approve the Intergovernmental Agreement before it is executed.
4. In the event any portion of this resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.
5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.
6. Unless specifically specified elsewhere in this resolution or in the Intergovernmental Agreement, this Resolution shall be effective immediately.

The foregoing Resolution No. **Res2017-074**, was adopted on **November 28, 2017**, was offered by **Mayor Pro Tem Rowell**, who moved its approval. The motion was seconded by Councilmember **Baker**, and being put to a vote, the result was as follows:

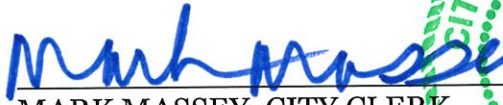
	<b>AYE</b>	<b>NAY</b>
<b>William “Bill” Edwards, Mayor</b>	_____	_____
<b>Catherine Foster Rowell, Mayor Pro Tem</b>	_____	_____
<b>Carmalitha Lizandra Gumbs</b>	_____	_____
<b>Helen Zenobia Willis</b>	_____	_____
<b>Gertrude Naeema Gilyard</b>	_____	_____
<b>Rosie Jackson</b>	_____	_____
<b>khalid kamau</b>	_____	_____
<b>Mark Baker</b>	_____	_____

THIS RESOLUTION adopted this 28<sup>th</sup> day of November 2017. CITY OF SOUTH FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
FULTON COUNTY SCHOOLS AND THE CITY OF SOUTH FULTON**

This Intergovernmental Agreement ("IGA") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Fulton County Schools, a school district in the State of Georgia, with principal offices at 6201 Powers Ferry Road, NW, Atlanta, GA 30339 ("School District") and The City of South Fulton, with principal offices at 5440 Fulton Industrial Boulevard, Atlanta, GA, 30336 ("Municipality"). Each entity may be referred to individually as a "party" and collectively as the "parties."

**BACKGROUND**

**WHEREAS**, School District entered into a Professional Services Agreement dated October 9, 2014 with American Traffic Solutions, Inc. ("ATS") to provide School District with a School Bus Safety Camera Enforcement Program;

**WHEREAS**, Municipality wishes to implement an automated enforcement program for school bus stop arm violations ("School Bus Safety Camera Enforcement Program"); and

**WHEREAS**, ATS has the knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axisis™ System", to allow the School District to implement and maintain a School Bus Safety Camera Enforcement Program.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and promises, the parties agree:

**I. Purpose**

This IGA allocates responsibility among the parties for: 1) implementing a school bus safety camera enforcement program ("Enforcement Program") to capture recorded images of motor vehicles unlawfully passing school buses; and 2) capturing the fundamental terms and conditions of services to be performed by each party, the means and methods of Enforcement Program funding, accounting and recordkeeping and the allocation of revenue realized from fines (including any fees and surcharges) for each party's services related to the Enforcement Program. Each party warrants that it has appropriate authorization to enter into this IGA.

**II. School District responsibilities**

School District has contracted with a third party Vendor for the provision of violation detection technology equipment and services to administer the Enforcement Program ("Program Agreement"). School District will manage the Program Agreement and Vendor relationship. Upon expiration or termination of the Program Agreement, School District will wind up performance, in accordance with the Program Agreement.

**III. Municipality responsibilities**

Municipality will provide law enforcement resources necessary to administer traffic enforcement and violation assessment for the Enforcement Program. In performing its obligations under this IGA, Municipality shall comply with O.C.G.A. § 40-6-163 and all statutes, regulations, policies, and ordinances related to the administration of traffic enforcement and violation assessment. Municipality will provide resources necessary to administer the Enforcement Program and prosecute violations.

Municipality will ensure that a qualified officer or other qualified staff member reviews the recorded images no later than three (3) days after the transmission of data indicating a traffic violation captured by Vendor's technology to determine whether an infraction occurred. A determination of whether an infraction occurred, and communication of such determination, shall be made no later than three (3) days after transmission of data indicating a traffic violation. The communication of such determination shall be communicated to the motorist in accordance with O.C.G.A. § 40-6-163, as that code section may be amended from time to time.

The Municipality warrants that it has sufficient funds and personnel to implement the responsibilities of this IGA, including, but not limited to, issuing citations, serving as a witness when necessary, and facilitating such law enforcement duties of the Municipality.

Municipality will reasonably cooperate with the School District in the administration of the Enforcement Program. Such cooperation may include, but is not limited to, working directly with the School District's Vendor to communicate enforcement determinations or approvals necessary for Vendor to process all paperwork (i.e., notices of violation, citations and other administrative or collections activities) and payment of civil monetary penalties.

Municipality shall maintain accounting records for violations, citations, and other administrative or collection activities and such records shall be made available for review by the School District within ten (10) days upon request. Municipality shall send monthly progress reports to the School District detailing the number of violations issued. The balance or value of an account shall be determined as of the last day of each month during the Program Agreement term.

#### **IV. Financing and Reimbursement**

School District will contract with Vendor for detection equipment, installation and field technical services and any other agreed-to services such as processing notices of violations and collections activities.

School District shall reimburse Vendor fees as required in the Program Agreement.

Each party will bear its respective administrative costs associated with the Enforcement Program.

The funds from citation will be collected in a designated account operated by the School District. After the School District reimburses the Vendor's fee, as required by the Program Agreement, each party shall be entitled to a percentage of the remaining dollar amount of fines collected as part of the Enforcement Program ("Program Revenue"):

**Municipality: 50%                      School District: 50%**

#### **V. Term**

This IGA will commence on the Effective Date of the Program Agreement and will run concurrently with the term (including any renewal terms) set forth in the Program Agreement ("Term").

#### **VI. Agency**

No personnel of one party will be considered an employee or agent of any other party to this IGA. Each party to this IGA assumes full responsibility for its personnel while performing services related to the Enforcement Program. Each party shall be solely responsible for the supervision, daily direction, control and payment of salary (including provision of benefits and withholding of income taxes and social security), worker's compensation and disability benefits.

#### **VII. Non-Assignability**

None of the parties to this IGA shall assign any of the obligations or benefits of this IGA without the mutual written consent of all parties.

#### **VIII. Community Coordination and Communication**

The parties to this IGA agree to jointly determine their roles for community coordination and communication for the Enforcement Program and to jointly develop a public information/education plan for this Enforcement Program. Parties agree to assist in producing materials for public distribution.



**IX. Miscellaneous Provisions**

- a. In the event of any controversy which may arise out of this IGA, the parties agree to participate in mutually agreeable mediation.
- b. All notices or demands upon any party to this IGA will be in writing and will be delivered in person or sent by mail, addressed as follows:

City of South Fulton  
5440 Fulton Industrial Boulevard  
Atlanta, GA 30336  
Attn: Ruth Jones, Interim City Manager

Fulton County Schools  
6201 Powers Ferry Road, NW  
Atlanta, GA 30339  
Attn: Superintendent

- c. Headings are used for convenience only and will not be construed to limit or derogate from the meaning of each clause.
- d. This IGA may be signed in counterparts (including electronic or facsimile transmission); each counterpart will be deemed an original and all taken together constitute one and the same instrument.
- e. To the extent required by applicable law, the parties will include as attachments to this IGA authenticated copies of each appropriate action by ordinance, resolution or otherwise of the governing bodies authorizing the execution hereof.
- f. This IGA represents the parties' entire understanding and complete agreement on the subject matter contained herein and supersedes any prior or contemporaneous agreements, representations or understandings, either written or verbal. This IGA may not be modified or amended, except by a mutually-agreed writing that is signed by an authorized representative of each party and, to the extent required by law made effective by authentication, determination of an agency lawyer or Attorney General or recording.

**[SIGNATURE PAGE FOLLOWS]**

**ACKNOWLEDGED AND AGREED TO BY:**

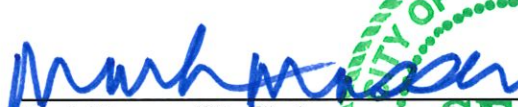
City of South Fulton

Fulton County Schools

By:   
William 'Bill' Edwards/Mayor \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Attest:

  
Mark Massey, City Clerk \_\_\_\_\_ Date \_\_\_\_\_

